

## Terms and Conditions:

### 1. Confidentiality

By submitting this application, I understand that participation in the program requires the disclosure of documents described in the program FAQ and agree to disclose this information to the Maryland Department of Commerce (referred to herein as Commerce) and Commerce-identified partners to assess my company's readiness to diversify into new markets.

I understand and agree that the disclosure of records in the custody of Commerce is subject to Title 4 of the General Provisions Article of the Annotated Code of Maryland (the "Public Information Act"). The Public Information Act requires Maryland State agencies to grant public access to information about the affairs of government and the official acts of public officials and employees, subject to certain exceptions. (The Public Information Act does not require disclosure of unrecorded recollections of State employees of events or conversations.)

Section 4-335 of the Public Information Act requires that a State agency deny inspection of the part of the public record that contains information concerning trade secrets, confidential commercial information, or confidential financial information. The determination whether the information constitutes a trade secret, or confidential commercial or financial information, is generally left to the judgement of the business enterprise about which the information relates and that information should be indicated as such on the document.

Accordingly, Commerce shall keep all the information Commerce may acquire concerning the Company's commercial activity in strict confidence to the extent permitted by the Public Information Act. Commerce will not disclose, divulge, or reveal that information or any part of it to any person other than those State employees or agents who reasonably have a need for such information and who are similarly bound.

### 2. Program Participation Fees

2a. Training No-Show Fees: If I am assessed as ready to attend one of the MDDA-sponsored training seminars and register to attend, I agree to provide a credit card during registration. I agree that this card will not be charged as the training is free to attend, *unless I am absent at the event and I do not cancel my registration 24 hours in advance of the start time of the first day of the seminar, in which case I will be charged a \$150 no-show fee.*

2b. Consulting Match: If I am assessed as ready to diversify and identified as a recipient of federally subsidized consulting services, I agree that *I am responsible to provide a 10% match to the value of the cost of services received.* As the value of the services per company is capped at \$10,000, I agree that this match could be up to \$1,000, or 10% of \$10,000. Service providers will require participants to sign an agreement to receive consulting services under the MDDA program.

### 3. Liability and Indemnification

3a. Release: The Applicant releases the State, Commerce, and their respective officers, employees, agents, reviewers, sponsors and award suppliers from any and all liability for any loss or damage of any kind resulting from acceptance, possession, or use of any award or participation in the Maryland Defense Diversification Assistance (MDDA) program, to the fullest extent permitted by law.

3b. Indemnification: The Applicant agrees to protect, indemnify, and save harmless the State, Commerce, and respective officers, employees, agents, reviewers, sponsors and award suppliers against any claim for loss or damage of any kind resulting from acceptance, possession or use of any award or participation in the MDDA program, to the fullest extent permitted by law.